

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON AT SEATTLE

NORTHWEST ADMINISTRATORS, INC.,

Plaintiff

v.

VALLEY PUMP, INC., a Washington
corporation,

Defendant.

NO.

COMPLAINT TO COMPEL AUDIT

I.

Plaintiff, Northwest Administrators, Inc., is an organization incorporated under the laws of the State of Washington, with its principal place of business in King County, and is the authorized administrative agency for and the assignee of the Washington Teamsters Welfare Trust Fund (hereinafter "Trust").

II.

The Washington Teamsters Welfare Trust Fund is an unincorporated association operating as a Trust Fund pursuant to Section 302 of the Labor

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1 Management Relations Act of 1947, as amended, to provide medical benefits to
2 eligible participants.

3 III.

4 This Court has jurisdiction over the subject matter of this action under Section
5 502(e)(1) and (f) of the Employee Retirement Income Security Act of 1974 ("ERISA"),
6 29 U.S.C. §1132(e)(1) and (f) and under §301(a) of the Taft-Hartley Act, 29 U.S.C.
7 §185(a).
8

9 IV.

10 Venue is proper in this District under Section 502(e)(2) of ERISA, 29 U.S.C.
11 §1132(e)(2), because the Plaintiff Trust Fund is administered in this District.

12 V.

13 Defendant is a Washington corporation.

14 VI.

15 Defendant is bound to a collective bargaining agreement with Local 174 of the
16 International Brotherhood of Teamsters (hereinafter "Local"), under which the
17 Defendant is required to promptly and fully report for and pay monthly contributions to
18 the Trust at specific rates for each hour of compensation (including vacations,
19 holidays, overtime and sick leave) said Defendant pays to its employees who are
20 members of the bargaining unit represented by the Local (such bargaining unit
21 members are any of the Defendant's part time or full time employees who perform
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1 any work task covered by the Defendant's labor contract with the Local, whether or
2 not those employees ever actually join the Local).

3 VII.

4 Defendant accepted the Trust's Agreement & Declaration Agreement ("Trust
5 Agreement") which provides in part:

6 Each Employer shall promptly furnish to the Trustees on
7 demand any and all records of his Employees, concerning
8 the classification of such Employees, their names, Social
9 Security numbers, amount of wages paid and hours worked
10 and any other payroll records and information that the
11 Trustees may require in connection with the administration of
12 the Trust Fund. Each Employer shall also submit in writing to
13 the Trustees at such regular periodic intervals and in such
14 form as the Trustees may establish such of the above data
15 as may be requested by the Trustees. The Trustees or their
16 authorized representatives may examine the payroll books
17 and records of each Employer whenever such examination
18 is deemed necessary or advisable by the Trustees in
19 connection with the proper administration of the Trust Fund.
20 Upon request from the Trustees, each Employer shall deliver
21 in person or by such class of mail as the Trustees shall
22 determine to each of his employees, and each Union shall
23 deliver to each of its members, who is a participant or
24 beneficiary hereunder, any notice or document which the
25 Trustees are required by law to distribute to such participant
26 or beneficiaries.

19 VIII.

20 The Trustees of the Washington Teamsters Welfare Trust deem it both
21 necessary and advisable to the proper administration of the Trust that their
22 authorized representatives examine the Defendant's books and records for the
23 inclusive period July 1, 2010 through the Present Date to determine if the Defendant
24

25 COMPLAINT TO COMPEL AUDIT - 3

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1 previously reported for and paid to the Trust all of the amounts due for the
 2 Defendant's employment of members of the bargaining unit represented by the Trust
 3 for said periods.

4 IX.

5 Despite notification to the Defendant of the Trustees' desire to conduct an
 6 audit for the period July 1, 2010 through the Present Date, and demands made upon
 7 the Defendant on the Trust's behalf for access to Defendant's records for an
 8 examination of them for that period, to date the Defendant has failed and refused to
 9 make its records available for the thorough examination the Trustees deem
 10 necessary and advisable to the proper administration of the Trust.

11 WHEREFORE, plaintiff, on the Trust's behalf, prays the court as follows:

12 1. That the Court enter an Order Compelling Audit under which Defendant
 13 shall be directed by the Court, within a specified time, to:

14 A. Make available to the authorized representatives of the Trustees
 15 of the Trust:

- 16 1. Individual payroll records for all employees;
- 17 2. Employee roster listing all employees, with hire or position
 18 date changes, position and duties;
- 19 3. State Employer Security Reports;
- 20 4. State Industrial Insurance or Comparable Reports;
- 21 5. Quarterly FICA and Federal Income Tax Reports
 (941/941A);
- 22 6. Annual Federal Unemployment Reports (FUTA 940);
- 23 7. Labor Contracts – plus any addendums or supplements, if
 24 applicable; and
- 25 8. Payroll or accounts payable records for temporary agency
 26 personnel or contractors.

1 B. Afford to the authorized representatives of the Trustees of the
2 Trusts both ample time and opportunity to examine all such
3 materials of Defendant at such time and at such place as shall
4 be convenient to the Trustees' authorized representatives.

5 2. For judgment against the Defendant for:

- 6 A. All of the Plaintiff's attorney's fees incurred in gaining auditor
7 access to Defendant's records;
8
9 B. All of the Plaintiff's costs incurred in gaining auditor access to
10 defendant's records, and
11
12 C. For such other and further relief as the Court may deem just and
equitable.

13 DATED this 14th day of June, 2018.

14 REID, McCARTHY, BALLEW & LEAHY,
15 L.L.P.

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17 _____
18 Russell J. Reid, WSBA #2560
19 Attorney for Plaintiff
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